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Before the

DEPARTMENT of TRANSPORTATION
SURFACE TRANSPORTATION BOARD

Amendment No. 5 to
Released Rates Decision No. MC - 999

***RELEASED RATES
of
MOTOR COMMON CARRIERS
of
HOUSEHOLD GOODS***

ENTERED
Office of Proceedings

JUL 30 2007

Part of
Public Record

Comments of the

HOUSEHOLD GOODS CARRIERS' BUREAU COMMITTEE

**HOUSEHOLD GOODS
CARRIERS' BUREAU COMMITTEE**

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Dated July 30, 2007



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The Household Goods Carriers' Bureau Committee ("HGCBC" or "Bureau") submits the following comments in response to the Surface Transportation Board's notice and request for comments (served June 11, 2007; appearing at 72 Fed. Reg. 33556 (June 18, 2007)). The notice solicits public comment on proposed changes to the authorization of motor common carriers of household goods to offer so-called "released rates" under which carriers limit their liability to consumers for loss or damage to the household goods transported

I. IDENTITY of COMMENTOR and BACKGROUND

HGCBC is the principal ratemaking, tariff publishing and data gathering organization of the moving industry. Its membership is comprised of approximately 2,300 interstate motor carriers of property who are engaged in the transportation of household goods as defined in 49 U.S.C. § 13102 (10).

Household goods (hereinafter “HHG”) carriers have historically been liable for the loss or damage caused to property they transport. See 49 U.S.C. 14706. Because most household goods are in fact used, the extent of carrier liability was, in the past, historically limited to the depreciated value of the household goods. The Surface Transportation Board (hereinafter “STB” or “Board”) allows HHG carriers, pursuant to prescribed terms and procedures, to limit the liability they would otherwise incur by offering so-called “released rates”, by which the value of the shipment is established by the shipper or agreed upon by the parties. See Released Rates of Motor Common Carriers of Household Goods, 5 S.T.B. 1147 (2001). Amendment No. 4 so authorizes HHG carriers to limit their liability for loss or damage to goods by offering shippers a choice of two alternative carrier-liability options based on the rate that the shipper agrees to pay for transportation of its goods.

Section 4215 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (“SAFETEA-LU”), Pub. L. 109 – 59, 119 Stat. 1144 (2005) directed the STB to review current federal regulations addressing the level of cargo liability protection offered by HHG carriers and, if necessary, to revise the regulations to provide for enhanced loss or damage protection. In addition, Section 4207 of SAFETEA-LU in part amended the statutory cargo loss

and damage scheme by requiring a carrier's maximum liability for household goods that are lost, damaged, or destroyed to be equal to the replacement value of such goods, subject to the declared value of the shipment.

II. OVERVIEW of COMMENTS

HGCBC agrees that certain revisions are necessary to reduce confusion on the part of household goods shippers and inject a needed measure of certainty and reassurance to those who use the services of household goods movers, as well as to the movers themselves. Thus, HGCBC supports the proposal to provide a cost estimate that presumes full value protection. However, the proposal to use a separate document to waive full value protection, should, we believe, be optional to best suit each carrier's style of operation. For example, the STB has previously authorized the released rates language to be on either the bill of lading, or in substitution thereof, the order for service, and the FMCSA, in its regulations, has likewise authorized this information to be on either document. Some carriers use this option and it is important that the ability to maintain it be retained. In addition, some carriers may wish to provide Valuation Statements for their customers that are separate and apart from the Bill of Lading or the Order for Service and we believe that this further option should also be supported in the final version of Amendment No. 5.

Therefore, HGCBC suggests incorporating a valuation clause into the bill of lading, or, in the alternative, the Order for Service, as currently allowed, or in a separate Valuation Statement document and offers suggested language (Exhibit A) that will accomplish this result.

III. SPECIFIC COMMENTS

Requiring All Shipping Documents to Include Full Value Protection. Owing to several examples of consumers unwittingly signing waivers of their right to full value protection ("FVP"), the Board proposes that movers provide, in any order for service, contract, or bill of lading, a provision estimating the cost of the move under full value protection. This way, the Board reasons, a shipper who accepts the estimate will also accept the standard replacement value of protection provided for by statute. The STB also proposes that moving companies could include in their documents an estimate of the cost of the move with a 60-cent-per-pound-per-article option ("60-cent option"). By offering two estimates, the Board further reasons that shippers will inquire about the difference between the two estimates and thus be alerted to the difference in available levels of carrier liability.

Here we believe that the language of the proposal in Amendment No. 5 needs to be clarified. The language proposes to require moving companies to provide "in any order for service, contract form, or bill of lading, a provision for and a written estimate of the cost of the move under FVP." We believe that the valuation statement describing FVP and its inclusion into the estimated cost should be **on the document signed by the shipper, either** 1) the Order for Service or 2) the Bill of Lading as is presently allowed by the current Released Rates Order, or 3) on a separate Valuation Statement document, at the carriers' option, but not necessarily on all shipping documentation as the language seems to propose.

Further, the STB proposal in Amendment No. 5 would appear to be in conflict with the consumer regulations at 49 C. F. R. Part 375, Subpart D (Parts 401 – 405) and Subpart E (Part

501) of the FMCSA. Specifically, the FMCSA requires that the cost of the move be provided to the customer in the Estimate Form and the Order for Service and not on any other document. Therefore, we believe that the STB proposal requires clarification in that the estimated cost of the move, which will include FVP, be provided to customers only on the estimate and/or order for service form (the valuation statement will be included and provided to customers on the order for service or bill of lading as is currently allowed by the STB, or on a separate Valuation Statement document on an optional basis at the carriers' discretion as described in the STB proposal) and not on "any" documentation provided to the shipper as described in the Amendment No. 5 proposal.

HGCBC agrees that all cost estimates provided to potential shippers should be required to include FVP as the "standard" level of protection; and agrees further that carriers, on an optional and voluntary basis, should be allowed to offer a second estimate of the cost of a move that provides protection based on a lower option. Shippers should be provided with shipping documentation that establishes FVP as the "default" level of liability that "automatically" applies.

Written Waiver of Full Value Protection on Separate Document. The STB also proposes to require that any waiver of FVP be in clear and understandable language and stated on a document that is separate from the bill of lading, in order to promote the notion that the waiver is made knowingly. Comment is solicited on the wording of the waiver, and on the wisdom of placing a waiver on a separate document.

As explained above, HGCBC believes that the proposal to use a separate document to waive full value protection should be optional to best suit each carrier's style of operation. Further, the STB has previously authorized the valuation language to be on either the bill of lading, or in substitution thereof, the order for service; and the FMCSA, in its regulations, has likewise authorized this information to be on either document. Some carriers use this option and it is important that the ability to maintain it be retained. In addition, some carriers may wish to provide Valuation Statements for their customers that are separate and apart from the Bill of Lading or the Order for Service and we believe that this option should also be supported in the final version of Amendment No 5.

HGCBC does, however, believe that the valuation clause provided should in the interest of simplification be further revised and clarified to better serve both the consumer and the mover by reducing misunderstandings as to which level of protection is being selected by the shipper. To that end, we provide in Exhibit A proposed revised wording for the standard valuation clause. This can be compared with Exhibit B, which currently appears in Tariff 400-N pursuant to the current released rates order and illustrates the current wording of the valuation clause

Exhibit A provides a clearer delineation and a more informed explanation of the choices available to the consumer. Exhibit A simplifies the selection process by including FVP in the estimate (i.e. when the moving company provides the required FVP estimate and the shipper accepts the shipper will have the standard protection established in the statute). Further, the choices have also been simplified by eliminating the sometimes confusing process of choosing a

deductible level of protection; although again, we believe that carriers should have the option of providing deductible levels of protection for their customers if they choose to do so.

For example, the Bureau believes that in formulating its final decision, the STB should permit carriers to include in the Valuation Statement provided in Exhibit A optional language to provide for additional levels of protection based on deductible amounts for those carriers electing to do so as follows –

You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment (if you do not make a selection, the "No Deductible" level of FVP protection that is included in your cost estimate will apply):

\$250 Deductible (_____) \$500 Deductible (_____)
(Initial) (Initial)

In addition, the proposed Valuation Statement provided in Exhibit A may also include, at the option of the carrier, the language permitted under Released Rates Order MC-989 that allows carriers to limit their liability for undeclared articles of extraordinary value that are included in the shipment. As provided in the Order, these provisions are permissive and carriers are allowed to include them in the Valuation Statement if they choose to do so. (When used, the limitation of liability for undeclared items of extraordinary value also requires the use of a separate High Value Inventory Form.) The optional language is as follows –

EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION: I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

X _____
(Customer's Signature) (Date)

The proposed Valuation Statement provides the shipper with the continued ability to choose a higher, so-called "lump sum" level of protection if he wishes to do so, subject to an increased valuation charge commensurate with the higher level of protection selected by the shipper. The suggested format also provides consumers with the continued ability to waive the FVP level of protection and select the no-cost released rates (60 cent) level of protection, and it does so clearly and simply without a separate waiver form. It also eliminates the added costs and administrative burdens, to say nothing of the legal uncertainty, inherent in providing, recording, and maintaining separate forms. However, as we have stated above, we believe that carriers should, as an added option, have the ability to provide the Valuation Statement on a separate document (perhaps an electronic document that is subject to an electronic signature process) if they choose to do so.

Resetting the Assumed or Minimum Valuation for a Shipment. Current released rates orders provide for an assumed valuation, which applies when a shipper elects FVP but neglects to write a valuation figure on the bill of lading; and a minimum valuation, which applies when the stated FVP is understated. Assumed and minimum valuation was established by the STB in its 2001 decision at the greater of \$5,000.00 or \$4.00 times the actual total weight in pounds under Released Rates Order No. MC-999, Amendment No. 4.

The last paragraph of the STB's MC-999, Amendment No. 5, decision states that even though annual inflation adjustments can now be made, the average actual (depreciated) value of household goods shipments, when the \$4 option was permitted, was \$4.50 per pound. But default liability now stands at replacement value, not depreciated value, so a new per-pound

value that reasonably approximates the average replacement cost is needed, and comment is solicited on an appropriate new figure for minimum and assumed per-pound value

Unfortunately, the STB's aforementioned discussion of this matter in Amendment No. 5 is not clear or accurate in that it characterizes the "\$4.50" amount identified as the average "depreciated" value of average household goods shipments. In fact, the information that was provided in the HGCBC comments in 1999 stipulated that the estimated value of household goods was \$4.58; this figure was based on actual value of household goods in 1999, not the depreciated value of household goods. The \$4.58 amount was utilized as the basis for the \$4.00 per pound minimum FVP amount that was approved by the STB, which has since been indexed to the current \$4.90 level (Exhibit D) pursuant to the adjustment provisions of the Order. The \$4.00 value was never intended to reflect the depreciated value of household goods.

Since the actual value of household goods in 1999 was \$4.58, the HGCBC proposes that the current minimum level of valuation should be increased to \$6.00 times the weight in pounds of the shipment based on increases in the CPI index since 1999 (see Table on Page 12). This amount will provide shippers who choose to accept the FVP level, but fail to specify a lump sum valuation amount, with a level of protection that is commensurate with the current average value of household goods.

A previous decision of the STB (Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001¹) established a procedure and method for making annual adjustments to (1) the minimum per pound value (to be used when a shipper does not write in a valuation amount on an FVP shipment or when the shipper's valuation is lower than the minimum per-pound value), and (2) the charges for FVP coverage.

Based on the stipulations of the 2001 Amendment No. 4 decision, the Household Goods Bureau Committee effected a change in the per-pound value in January 2007 when it increased the amount from \$4.00 to \$4.90, and increased the respective charges for providing such valuation accordingly, based on a cumulative increase at that time of 21.5%. The cumulative increase since 1999 is now 24.9% (based on the May 2007 CPI). This CPI indexing amount applied against the base \$4.58 amount that was used as the basis for the STB decision in the 2001 Order increases that amount to \$5.72 for the current replacement value of an average household goods shipment as shown in the table below and reflected in our comments and in Exhibit C.

The table on Page 12 sets forth changes in the Consumer Price Index starting with the base year, calendar year 1999:

¹ Over the years, the STB has issued two (2) Decisions identified as "Amendment No. 4" to Released Rates Decision No. MC-999. The first was decided on December 18, 2001 and clarified by a further decision on April 19, 2002, the second was decided on June 11, 2007.

TABLE
Consumer Price Index – All Urban Consumers
Item: All Items
Base Period: 1999 = 100

<u>Year</u>	<u>Annual Index</u>	<u>Year to Year % Increases</u>	<u>Year to Year Cumulative Increases</u>
1999	166.6	---	---
2000	172.2	3.4	3.4
2001	177.1	2.8	6.3
2002	179.9	1.6	8.0
2003	184.0	2.3	10.5
2004	188.9	2.7	13.5
2005	195.3	3.4	17.3
2006	201.6	3.2	21.1
2007(May)	208.0	3.2	24.9

Indexing the \$4.58 by 24.9% results in a minimum valuation amount of \$5.72
(\$4.50 x 1.249 = \$5.72 or \$6.00)

Indexing the \$5,000 minimum by 24.9% results in a minimum of \$6245
(\$5000 x 1.249 = \$6245 or \$6000)

In this vein, the Agency's recently-released decision in Ex Parte No. 656, *Motor Carrier Bureaus – Periodic Review Proceeding* (served May 4, 2007), and relative to the obligation of individual carriers to include in their individual tariffs a higher minimum level of protection if they choose to do so, the HGCBC believes that the FVP valuation amounts should continue to be established as minimum amounts (\$6.00 per pound with a \$6,000 minimum per shipment; see Table on Page 12) that are subject to slight departures, in conformity with the STB's former decision in this regard².

² Amendment No. 4 to Released Rates Decision No. MC-999, decided April 19, 2002, clarified that carriers could independently establish full value liability provisions that are slightly different from those provided in the Order

IV. AMENDMENT No. 4

The Board's recent decision in Amendment No. 4 to Released Rates Decision No. MC-999 reflects the provisions of SAFETEA-LU which changed the statutorily-prescribed level of standard liability from depreciated value to full (replacement) value as the default level of liability applicable to each shipment, unless a shipper elects to waive in writing that level of protection, and made that change effective July 13, 2007. Inasmuch as the change was required by statute, no public comment was solicited by the Board

Even though this decision neither sought nor required comment, HGCBC would be remiss if it did not point out here that the Household Goods Carriers' Bureau ("HGCB") was able to immediately educate all 2300 of its carrier participants as to the changes brought about by SAFETEA-LU and to incorporate the changes in Bureau tariffs less than five months following enactment, in January 2006. Such quick action ensured that all bill of lading and related tariff provisions properly and timely reflected the Congressionally-mandated default liability provisions. Without the soon-to-be-eliminated collectively maintained tariffs, *Ex Parte No. 656*, *infra*, such a level of prompt and nearly universal tariff compliance throughout the entire moving industry is not likely to occur in the future.

In this vein, and to help promote the goals that the Bureau will be unlikely to serve in the future, HGCBC proposes that the Board, in issuing its final decision in this proceeding, reinforce the pro-consumer provisions of the released rates decision by clearly stipulating that the terms of the decision and the valuation clause must be contained and adhered to in each carrier's individual tariff and shipping documentation, as appropriate. Without such a stipulation that

individual carriers are required to follow the revised rules in their own tariffs, it would make little sense to seek comments in the future to revise the Decision.

Finally, and in issuing its final decision, we trust that the Board will remain mindful of the seasonal nature of the moving and storage industry and refrain from issuing changes that take effect during or immediately preceding or following the busy summer moving season.

V. CONCLUSION

HGCBC appreciates the opportunity to provide its comments in this matter. HGCBC has always strived for its members' services to be consumer-friendly to help minimize confusion in what is concededly a stressful endeavor.

In summary the Bureau is in support of the Decision in Amendment No. 5; HGCBC supports the revisions described herein to include the FVP level of protection in cost estimates provided to shippers through the use of a simplified and clarified valuation statement (Exhibit A) that carriers must include in either the Order for Service, the Bill of Lading or in a separate Valuation Statement. The Bureau believes that the 60 cent per pound level of liability should remain in place and that the FVP level of liability should be increased to \$6.00 per pound subject to a minimum valuation of \$6,000 per shipment with carriers able to individually offer deductible levels of FVP liability on an optional basis.

For the foregoing reasons, HGCBC believes that adopting its suggestions as detailed above will help to better serve and inform consumers who use the services of the nation's

household goods movers; will help minimize misunderstandings that may arise when movers are engaged, will help reduce the resultant complaints from consumers; and will allow movers to streamline their operations while meeting their statutorily- and administratively-prescribed obligations.

Respectfully submitted,

HOUSEHOLD GOODS CARRIERS'
BUREAU COMMITTEE


By: LINDA BAUER DARR
Secretary

Dated: July 30, 2007

EXHIBIT A - Proposed Valuation Clause

CUSTOMER'S DECLARATION of VALUE

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

The Cost Estimate that you receive from your mover **MUST INCLUDE Full (Replacement) Value Protection** for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection you must complete the **WAIVER of Full (Replacement) Value Protection** shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed or damaged while in your mover's custody, your mover will, at its option, either 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs, or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, your goods will be transported based on a value equal to \$6.00 multiplied by the weight of your shipment, subject to a minimum valuation amount of \$6000.

If you wish to **declare a higher value** for your shipment than the minimum amounts, you must **indicate that amount here** (declaring a higher value may increase the valuation charge in your cost estimate) -

The Total Value of my shipment is: _____

I acknowledge that for my shipment I have 1) **ACCEPTED** the Full (Replacement) Level of protection included in the estimate of charges and declared a higher Lump Sum value if appropriate, and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions

X _____
(Customer's Signature) (Date)

OR

WAIVER of Full (Replacement) Value Protection. This level of protection is provided at no cost, however it **provides only minimal protection** that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1000 that weighs 10 pounds would be \$6.00 (10 pounds times 60¢).

COMPLETE THIS PART ONLY if you wish to **WAIVE the Full (Replacement) Level of Protection** included in the cost estimate for your shipment and instead select the **LOWER Released Value of 60 Cents Per Pound Per Article**; to do so you must **initial and sign on the lines below** -

I wish to Release My Shipment to a MAXIMUM VALUE of 60 Cents Per Pound _____ (Initial here)

I acknowledge that for my shipment I have 1) **WAIVED** the Full (Replacement) Level of protection included in the estimate of charges, and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions

X _____
(Customer's Signature) (Date)

X _____
(Customer's Signature) (Date)

EXHIBIT C – Proposed Valuation Charges

At the proposed \$6 00 per pound level of FVP liability,
the applicable Valuation Charges would be –

VALUATION (See Notes 1 and 2)		VALUATION CHARGE (In Dollars) (See Notes 1 and 2) * - denotes charge applicable only to shipments transported to or from Alaska		
IF \$6.00 TIMES THE WEIGHT OF THE SHIPMENT OR THE LUMP SUM AMOUNT DECLARED IS:	THEN THE MAXIMUM AMOUNT OF CARRIER LIABILITY IS:	THE VALUATION CHARGE FOR FVP PROTECTION THAT IS INCLUDED IN THE COST ESTIMATE IS: (In Dollars)	OPTION A: THE VALUATION CHARGE FOR FVP PROTECTION WITH \$250 DEDUCTIBLE IS: (In Dollars)	OPTION B: THE VALUATION CHARGE FOR FVP PROTECTION WITH \$600 DEDUCTIBLE IS: (In Dollars)
\$ 0 to \$6,000	\$6,000	\$ 114 (*\$ 228)	\$ 65 (*\$ 130)	\$ 45 (*\$ 90)
\$6,001 to \$10,000	10,000	169 (*\$ 338)	104 (*\$ 208)	69 (*\$ 138)
\$10,001 to \$15,000	15,000	223 (*\$ 446)	145 (*\$ 290)	99 (*\$ 198)
\$15,001 to \$20,000	20,000	272 (*\$ 544)	185 (*\$ 370)	124 (*\$ 248)
\$20,001 to \$25,000	25,000	323 (*\$ 646)	214 (*\$ 428)	149 (*\$ 298)
\$25,001 to \$30,000	30,000	386 (*\$ 772)	255 (*\$ 510)	175 (*\$ 350)
\$30,001 to \$35,000	35,000	446 (*\$ 892)	282 (*\$ 564)	197 (*\$ 394)
\$35,001 to \$40,000	40,000	506 (*\$ 1012)	319 (*\$ 638)	219 (*\$ 438)
\$40,001 to \$50,000	50,000	568 (*\$ 1136)	360 (*\$ 720)	255 (*\$ 510)
\$50,001 to \$60,000	60,000	658 (*\$ 1316)	412 (*\$ 824)	284 (*\$ 568)
\$60,001 to \$75,000	75,000	760 (*\$ 1520)	513 (*\$ 1028)	360 (*\$ 720)
\$75,001 to \$100,000	100,000	933 (*\$ 1866)	686 (*\$ 1372)	534 (*\$ 1068)
\$100,001 to \$125,000	125,000	1128 (*\$ 2256)	881 (*\$ 1762)	729 (*\$ 1458)
\$125,001 to \$150,000	150,000	1322 (*\$ 2644)	1076 (*\$ 2152)	922 (*\$ 1844)
\$150,001 to \$175,000	175,000	1517 (*\$ 3034)	1270 (*\$ 2540)	1117 (*\$ 2234)
\$175,001 to \$200,000	200,000	1711 (*\$ 3422)	1464 (*\$ 2928)	1312 (*\$ 2624)
\$200,001 to \$225,000	225,000	1906 (*\$ 3812)	1659 (*\$ 3318)	1507 (*\$ 3014)
\$225,001 to \$250,000	250,000	2100 (*\$ 4200)	1853 (*\$ 3706)	1700 (*\$ 3400)
Over \$250,000		(See Note A)	(See Note B)	(See Note C)

NOTE 1 The minimum per pound valuation and the valuation charges contained in the foregoing table shall be adjusted annually to reflect the percentage change in the US Department of Labor Consumer Price Index, Household Goods Furnishings Index, as authorized by the Surface Transportation Board in Amendment No 4 to Released Rates Decision No MC-999, decided December 18, 2001

NOTE 2 When storage-in-transit is provided, an additional SIT valuation charge applies in an amount equal to ten (10%) percent of the shipment valuation charge when the shipment is transported under the Full (Replacement) Value Protection Option. The SIT valuation charge applies for each storage period of 15 days or fraction thereof.

NOTE A The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0 75 (*\$1 50) for each \$100, or fraction thereof, in excess of \$250,000

NOTE B The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0 60 (*\$1 20) for each \$100, or fraction thereof, in excess of \$250,000

NOTE C The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0 50 (*\$1 00) for each \$100, or fraction thereof, in excess of \$250,000

EXHIBIT D – Current Valuation Charges

At the present \$4.90 per pound level of FVP liability, the applicable Valuation Charges are –

VALUATION (See Notes 1 and 2)		VALUATION CHARGE (In Dollars) (See Notes 1 and 2) * - denotes charge applicable only to shipments transported to or from Alaska		
IF \$4.90 TIMES THE WEIGHT OF THE SHIPMENT OR THE LUMP SUM AMOUNT DECLARED IS:	THEN THE MAXIMUM AMOUNT OF CARRIER LIABILITY IS:	OPTION A THE VALUATION CHARGE FOR CARRIER LIABILITY WITH NO DEDUCTIBLE IS: (In Dollars)	OPTION B: THE VALUATION CHARGE FOR CARRIER LIABILITY WITH \$250 DEDUCTIBLE IS: (In Dollars)	OPTION C: THE VALUATION CHARGE FOR CARRIER LIABILITY WITH \$500 DEDUCTIBLE IS: (In Dollars)
\$ 0 to \$5,000	\$5,000	\$ 93 (*\$ 186)	\$ 53 (*\$ 106)	\$ 37 (*\$ 74)
\$5,001 to \$10,000	10,000	138 (*\$ 276)	85 (*\$ 170)	56 (*\$ 112)
\$10,001 to \$15,000	15,000	182 (*\$ 364)	118 (*\$ 236)	81 (*\$ 162)
\$15,001 to \$20,000	20,000	222 (*\$ 444)	151 (*\$ 302)	101 (*\$ 202)
\$20,001 to \$25,000	25,000	264 (*\$ 528)	175 (*\$ 350)	122 (*\$ 244)
\$25,001 to \$30,000	30,000	315 (*\$ 630)	208 (*\$ 418)	143 (*\$ 286)
\$30,001 to \$35,000	35,000	364 (*\$ 728)	230 (*\$ 460)	161 (*\$ 322)
\$35,001 to \$40,000	40,000	413 (*\$ 826)	260 (*\$ 520)	179 (*\$ 358)
\$40,001 to \$50,000	50,000	464 (*\$ 928)	294 (*\$ 588)	208 (*\$ 416)
\$50,001 to \$60,000	60,000	537 (*\$1,074)	336 (*\$ 672)	232 (*\$ 464)
\$60,001 to \$75,000	75,000	620 (*\$1,240)	419 (*\$ 838)	294 (*\$ 588)
\$75,001 to \$100,000	100,000	762 (*\$1,524)	560 (*\$1,120)	436 (*\$ 872)
\$100,001 to \$125,000	125,000	921 (*\$1,842)	719 (*\$1,438)	595 (*\$1,190)
\$125,001 to \$150,000	150,000	1079 (*\$2,158)	878 (*\$1,758)	753 (*\$1,506)
\$150,001 to \$175,000	175,000	1238 (*\$2,476)	1037 (*\$2,074)	912 (*\$1,824)
\$175,001 to \$200,000	200,000	1397 (*\$2,794)	1195 (*\$2,390)	1071 (*\$2,142)
\$200,001 to \$225,000	225,000	1556 (*\$3,112)	1354 (*\$2,708)	1230 (*\$2,460)
\$225,001 to \$250,000	250,000	1714 (*\$3,428)	1513 (*\$3,026)	1388 (*\$2,776)
Over \$250,000		(See Note A)	(See Note B)	(See Note C)

NOTE 1 The minimum per pound valuation and the valuation charges contained in the foregoing table shall be adjusted annually to reflect the percentage change in the US Department of Labor Consumer Price Index, Household Goods Furnishings Index, as authorized by the Surface Transportation Board in Amendment No. 4 to Released Rates Decision No. MC-999, decided December 18, 2001

NOTE 2 When storage-in-transit is provided, an additional SIT valuation charge applies in an amount equal to ten (10%) percent of the shipment valuation charge when the shipment is transported under the Full (Replacement) Value Protection Option. The SIT valuation charge applies for each storage period of 15 days or fraction thereof.

NOTE A The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.60 (*\$1.20) for each \$100, or fraction thereof, in excess of \$250,000.

NOTE B The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.50 (*\$1.00) for each \$100, or fraction thereof, in excess of \$250,000.

NOTE C The charge for valuation in excess of \$250,000 will be the charge for the first \$250,000 plus \$0.40 (*\$0.80) for each \$100, or fraction thereof, in excess of \$250,000.